

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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In re:

LTL MANAGEMENT LLC,

Debtor.¹

Chapter 11

Case No.: 21-30589 (MBK)

Honorable Michael B. Kaplan

**VERIFIED STATEMENT OF COONEY & CONWAY
PURSUANT TO BANKRUPTCY RULE 2019**

Pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Cooney & Conway, representing the holders of talc personal injury claims identified on Exhibit A-1 hereto (the Cooney & Conway Claimants”), hereby submits this verified statement (this “Verified Statement”), and in support hereof states as follows:

1. Each of the Claimants has, individually, retained Cooney & Conway to represent him or her as counsel in connection with, among other things, talc personal injury claims against the above debtor (the “Debtor”), its predecessor corporation and certain affiliated entities.
2. On or about March 16, 2022, Cooney & Conway retained Lex Nova Law LLC (“LNL”), as bankruptcy counsel in connection with the instant Chapter 11 case.
3. Cooney & Conway does not represent the Claimants as a “committee” or a “group”

¹ The last four digits of Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

and does not represent the interests of, and are not fiduciaries for, any creditor, party in interest, or other entity that has not signed a retention agreement with Cooney & Conway.

4. The names of each of the COONEY & CONWAY Claimants, as of the date of this Verified Statement, together with the nature and amount (which is unliquidated) of the disclosable economic interests held by each of them in relation to the Debtor, are set forth in Exhibit A-1 attached hereto. COONEY & CONWAY will provide additional personal identification information to the Court and the United States Trustee upon request and subject to appropriate confidentiality protections or protective orders.

5. The information set forth in Exhibit A-1 is based on information provided to COONEY & CONWAY by the COONEY & CONWAY Claimants and is intended to comply with Bankruptcy Rule 2019 and not for any other purpose.

6. Each of the COONEY & CONWAY Claimants have signed an engagement letter with COONEY & CONWAY (the “COONEY & CONWAY Retainer Agreement”). An Exemplar of the COONEY & CONWAY Retainer Agreement is attached at Exhibit A-2 and verified as true and accurate copies as signed by the COONEY & CONWAY Claimants. The contingency fee percentage on the COONEY & CONWAY Retainer Agreement is redacted. COONEY & CONWAY will, however, provide such fee information under seal to the Court and the United States Trustee, subject to appropriate confidentiality protections or protective order.

² See *Order Compelling Compliance With Fed. R. Bankr. P. 2019* [Docket No. 2352].

7. Attached hereto as Exhibit A-3 is the engagement letter signed by COONEY & CONWAY for the retention of LNL as bankruptcy counsel (the "LNL Engagement Letter"). No redactions have been made to the LNL Engagement Letter.

8. Nothing contained in this Verified Statement is intended or shall be construed to constitute: (i) a waiver or release of the rights of any of the COONEY & CONWAY Claimants to have any final order entered by, or other exercise of the judicial power of the United States performed by, an Article III court; (ii) a waiver or release of the rights of any of the COONEY & CONWAY Claimants to have any and all final orders in any and all non-core matters entered only after de novo review by a United States District Judge; (iii) consent to the jurisdiction of the Court over any matter; (iv) an election of remedy; (v) a waiver of release of any rights any of the COONEY & CONWAY Claimants may have to a jury trial, whether in state or federal court; (vi) a waiver or release of the right to move to withdraw the reference with respect to any matter or proceeding that may be commenced this chapter 11 case against or otherwise involving any of the COONEY & CONWAY Claimants; (vii) a waiver or release of any other rights, claims, actions, defenses, setoffs or recoupments to which any of the COONEY & CONWAY Claimants are or may be entitled, in law or in equity, under any agreement or otherwise, with all such rights, claims, actions, defenses, setoffs or recoupments being expressly reserved; or (viii) a waiver or release of any of the COONEY & CONWAY Claimants' rights under 28 U.S.C. § 157(b)(5) to have any of their personal injury tort or wrongful death claims tried in the district court in which the bankruptcy case is pending, or in the district court in the district in which the claim arose, as determined by the district court in which the bankruptcy case is pending.

9. COONEY & CONWAY reserves the right to amend and/or supplement this Verified Statement in accordance with the requirements of the Bankruptcy Rule 2019 at any time in the future.

10. The undersigned verifies that the foregoing is true and correct to the best of its knowledge.

Dated: June 23, 2022

LEX NOVA LAW LLC

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